

1 ROGERS JOSEPH O'DONNELL  
2 Tyson Arbuthnot (State Bar No. 215225)  
3 tarbuthnot@rjo.com  
4 Emily A. Wieser (State Bar No. 311315)  
5 ewieser@rjo.com  
6 311 California Street  
7 San Francisco, California 94104  
8 Telephone: 415.956.2828  
9 Facsimile: 415.956.6457

10 Attorney for  
11 ACCO ENGINEERED  
12 SYSTEMS, INC.

13 UNITED STATES BANKRUPTCY COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
15 SAN FRANCISCO DIVISION

16 In re  
17 PG&E CORPORATION,  
18 and  
19 PACIFIC GAS AND ELECTRIC  
20 COMPANY  
21 Debtors.

Case No. 19-30088 DM (Lead Case)

(Jointly Administered with Case No. 19-30089 DM)

Chapter 11

**NOTICE OF CONTINUED  
PERFECTION OF MECHANICS LIEN  
PURSUANT TO 11 U.S.C. § 546(b)(2)**

- 22 ☐ Affects PG&E Corporation  
23 ☐ Affects Pacific Gas and Electric  
24 Company  
25 ☐ Affects both Debtors.  
26 \* All papers shall be filed in the  
27 Lead Case No. 19-30088 DM.

28 ACCO Engineered Systems, Inc. ("ACCO"), by and through its undersigned  
counsel, hereby gives notice of continued perfection of its mechanics lien under 11 U.S.C.  
§ 546(b)(2), as follows:

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Notice of Continued Perfection of Mechanic Lien Pursuant to 11 U.S.C. § 546(b)(2) - Case No. 19-30088 DM

1           1.       ACCO is a corporation that has provided and delivered labor, services,  
2 equipment, and/or materials for the construction and improvement of projects on real  
3 property located in the County of San Francisco, State of California (the "Property") and  
4 owned by PG&E Corporation and/or Pacific Gas and Electric Company (collectively, the  
5 "Debtors").

6           2.       Through July 8, 2019, the amount owing to ACCO is at least  
7 \$65,296.00.

8           3.       ACCO properly perfected its mechanics lien under California Civil  
9 Code §§ 8400, et seq., by timely recording its mechanics lien ("Claim of Lien") in the  
10 Official Records of the County of San Francisco, State of California, as more fully described  
11 in its Claim of Lien, a true and correct copy of which is attached hereto as Exhibit A.

12           4.       Pursuant to California Civil Code § 8400, an action to enforce a lien  
13 must be commenced within 90 days after recordation of the claim of lien. However, due to  
14 the automatic stay set forth in 11 U.S.C. § 362, ACCO is precluded from filing a state court  
15 action to enforce its Claim of Lien. 11 U.S.C. § 546(b)(2) provides that, when applicable law  
16 requires seizure of property or commencement of an action to perfect, maintain, or continue  
17 the perfection of an interest in property, and the property has not been seized or an action has  
18 not been commenced before the bankruptcy petition date, then the claimant shall instead give  
19 notice within the time fixed by law for seizing property or commencing an action. See 11  
20 U.S.C. § 546(b)(2); *In re Baldwin Builders*, 232 B.R. 406 (9th Cir. 1999).

21           5.       Accordingly, ACCO hereby provides notice of its rights as a perfected  
22 lienholder in the Property pursuant to California's mechanics lien law. ACCO is filing and  
23 serving this notice to preserve, perfect, maintain, and continue the perfection of its Claim of  
24 Lien and its rights in the Property to comply with the requirements of California state law, 11  
25 U.S.C. §§ 362(a), 362(b)(3), and 546(b)(2), and any other applicable law. This notice  
26 constitutes the legal equivalent of having commenced an action to foreclose the lien in the  
27 proper court. By this notice, the Debtors and other parties in interest are estopped from  
28 claiming that the lawsuit to enforce ACCO's Claim of Lien was not timely commenced

1 pursuant to applicable state law. ACCO intends to enforce its lien rights to the fullest extent  
2 permitted by applicable law. The interests perfected, maintained, or continued by 11 U.S.C.  
3 § 546(b)(2) extend in and to the proceeds, products, offspring, rents, or profits of the  
4 Property.

5           6.       The filing of this notice shall not be construed as an admission that such  
6 filing is required under the Bankruptcy Code, the California mechanics lien law, or any other  
7 applicable law. In addition, ACCO does not make any admission of fact or law, and ACCO  
8 asserts that its lien is senior to and effective against entities that may have acquired rights or  
9 interests in the Property previously.

10           7.       The filing of this notice shall not be deemed a waiver of ACCO's right  
11 to seek relief from the automatic stay to foreclose its mechanics lien and/or a waiver of any  
12 other rights or defenses.

13           8.       ACCO reserves all rights, including the right to amend or supplement  
14 this notice.

15  
16 Dated: August 7, 2019

ROGERS JOSEPH O'DONNELL

17  
18 By: /s/ Tyson Arbuthnot  
19 TYSON ARBUTHNOT

20 Attorney for  
21 ACCO ENGINEERED SYSTEMS, INC.  
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